

3-0515

15-18

CONTRACT

between

THE TOWNSHIP OF LONG BEACH *Township*  
(OCEAN) COUNTY, NEW JERSEY

and

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL 1070

REPRESENTING: (Employees in the Department  
of Property and Public Works)

EFFECTIVE: *X* 1/1/81 - 12/31/82

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## A G R E E M E N T

THIS AGREEMENT, made this 1<sup>ST</sup> day of May, 1981, between the Township of Long Beach Department of Public Property and Public Works of the State of New Jersey, a public employer with its main office at Town Hall, Long Beach Boulevard, Brant Beach, New Jersey, hereinafter referred to as the Township and the Communications Workers of America, AFL-CIO, comprised of Long Beach Township Blue Collar Employees, such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the Union. Wherever the terms "Blue Collar" or "Blue Collar Employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

### ARTICLE I

#### PURPOSE

This Agreement entered into by the Employer and the C.W.A. has as its purpose the promotion of harmonious relations between the Employer and the C.W.A.; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

### ARTICLE II

#### RECOGNITION CLAUSE

The Township recognizes the Communications Workers of America, AFL-CIO, as the exclusive representative of all Blue Collar Employees as set forth in the certification of the election held by the Public Employment Relations Commission. Said Union is permitted to negotiate with the Township for the purposes provided for under Chapter 303, P.L. 1968, and Chapter 123, P.L. 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes.

The following titles are excluded: Foreman, Assistant Road Supervisor, Road Supervisor, Assistant Superintendent and Superintendent.

If the following titles are approved, they will be accreted to this bargaining unit: Water Treatment Plant Operator, Truck Driver, Light Equipment Operator, Water Treatment Inspector and Mechanic Water Treatment.

ARTICLE III  
GRIEVANCE PROCEDURE

I. Definition

A. Purpose - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Township and the Union.

B. A "Grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of policies, rules and administrative decisions which govern the Township or disciplinary action. Only grievances on the violation, misinterpretation or inequitable application of the agreement and disciplinary action may be submitted to binding arbitration.

C. Nothing in this procedure shall preclude an employee from exercising his or her legal or Civil Service right.

D. A "grievant" is an employee who files a grievance.

E. "Representative" is a person or agent designated to represent either party in this procedure.

F. "Day" means a working day.

II. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

C. Formal grievances and appeal shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Township.

G. Failure by the Township to issue a decision within the specified time limit shall render the grievance advanced to the next level.

### III. Processing

A. Time Limit: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1: The grievant and/or his or her representative shall present a written statement of the alleged grievance to the Township Commissioner in charge of the Road Department. The grievant must file the written grievance within fifteen (15) calendar days of the occurrence of the grievance. The Township Commissioner in charge of the Road Department will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission date on the grievance form.

C. Step 2: If the grievant is dissatisfied with the answers submitted by the Township Commissioner in charge of the Road Department, the grievant and/or his or her representative may appeal the answer of the Township Commissioner in charge of the Road Department within seven (7) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Township schedule a hearing before the Township Commissioner on the matter. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the Township Commissioner in charge of the Road Department's decision at Step 1 of the process. The hearing granted by the Township will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant.

D. Step 3: If the grievant is still dissatisfied with the answer received from the Township Commissioner, then the grievance may be submitted to arbitration.

1. Within twenty (20) days of the decision of the Township, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Township Commissioner in charge of the Road Department.

2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the Public Employment Relations Commission.

3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) day of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing.

5. The arbitrator's decision shall be binding on all parties to the grievance.

6. The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.

7. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

#### IV. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.

2. The filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Township's agencies.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Township Commissioner in charge of the Road Department will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

6. Notices of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Township's premises.

7. The Township agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative who is an employee of the Township throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Township Commissioner in charge of the Road Department.

8. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in computing the time of the foregoing.

9. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee

shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employee shall not lose pay for such time.

10. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

11. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

#### ARTICLE IV

##### SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof from date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by Township employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

B. Upon retirement, employees shall be paid by the Township for one-half (1/2) of all unused sick leave which they have accumulated. The maximum amount paid for unused sick leave shall be up to \$12,000.

#### ARTICLE V

##### VACATIONS

The Township's vacation plan shall be as set forth in Ordinance 80-1 as attached in Appendix B.



## ARTICLE VI

### HOLIDAYS

The present holiday schedule in effect and set forth below will be continued:

|                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Lincoln's Birthday            | Veteran's Day    |
| Washington's Birthday         | Election Day     |
| Good Friday                   | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |
| Independence Day              |                  |

If any of the above holidays falls on a Saturday, it will be celebrated on the previous Friday, if it falls on a Sunday, it will be celebrated on the following Monday.

## ARTICLE VII

### PERSONAL LEAVE

Each employee shall be eligible for four (4) days personal leave which may be used for personal business with the permission of their immediate supervisor. Personal leave time shall not be accumulated. Except in emergency situations, employees shall notify his supervisor forty-eight (48) hours in advance of his intent to take his personal leave.

## ARTICLE VIII

### BEREAVEMENT LEAVE

Each employee shall be entitled to five (5) days leave with pay for death in the immediate family. Immediate family shall be defined for this purpose as: spouse; natural, foster or step parent; child; brother or sister; father-in-law or mother-in-law; or any relative residing in the household.

## ARTICLE IX

### UNION LEAVE

Members of this bargaining unit may use up to a total of fifteen (15) aggregate days for Union business leave each year. Employees must request

utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any Township department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for Union business.

ARTICLE X  
NON-DISCRIMINATION

No employee will be discriminated against because of race, color, religion, sex, union affiliation or age.

ARTICLE XI  
JOB CLASSIFICATION

A. Whenever an employee is assigned or promoted to a higher job classification, he shall receive a pay increase of ten percent (10%) of his base rate.

B. If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

ARTICLE XII  
OUTER WORK AND RAIN GEAR

The Township will continue to provide outer work clothes and rain gear to all employees in the bargaining unit requiring same. The Township will determine the amount of outer work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in usable condition. The employees issued work clothes and rain gear will wear same unless authorized to do otherwise by an immediate supervisor.

ARTICLE XIII  
WORK CLOTHES

The Township will pay each employee in the bargaining unit the sum of Three Hundred Dollars (\$300.00) per year for the purchase and maintenance of uniform work clothes, consisting of pants and shirts.

ARTICLE XIV  
OVERTIME, EMERGENCY CALL-IN PAY AND EMERGENCY WORK

A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half in pay after eight (8) hours per day or forty (40) hours per week of work have been completed. In all cases, forty (40) hours in any one work week must be completed prior to overtime.

B. If an employee is required to work on a holiday, he shall receive time and one-half for all hours worked plus one day straight time wages.

C. If an employee is required by the Commissioner to work on an emergency call-out, he/she shall receive double time for all hours actually worked.

D. Any employee who leaves his work station and is called to return to work from his or her home shall be compensated with a guarantee of four (4) hours work upon the employee's return to his or her work location for the call-in work assignment. No employee will be paid less than four (4) hours wages for the four (4) hour period at the applicable rate of the time of call-in.

E. Whenever employees are required to work in an emergency situation, there shall be at least two (2) employees working at all times. Emergency situations shall constitute all snow removal work and any other job situations caused by hurricanes, floods or snow.

F. During periods of emergencies such as listed in Paragraph E, after an employee has completed twelve (12) hours of continuous work, he shall be entitled to a rest period of four (4) hours with pay provided he immediately returns to continue for at least eight (8) hours. There will be a guarantee of at least eight (8) hours additional work.

G. Any employee required to work on an emergency snow situation shall receive two times his rate of pay.

ARTICLE XV  
SENIORITY

A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

B. Seniority is defined as continuous unbroken service with the employer.

C. The Employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible.

E. A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such period of time the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Township Commissioner in charge of the Road Department shall have the right, at his discretion, to fill any temporary job opening by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Commissioner in charge of the Road Department, in his discretion, may fill such permanent job opening or vacancy.

F. No employee shall be transferred without reason or cause and shall be granted a ten (10) day notice in which to reply to any notice of transfer. An employee may discuss any transfer with his immediate supervisor or the Commissioner in charge of the Road Department. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Commissioner in charge of the Road Department decides not to transfer the employee, then the vacancy shall be filled through the provisions established and through the job posting procedure as agreed to in this contract.

G. Overtime Rotation - Overtime in the Blue Collar Unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees in each classification, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the

overtime assignment has been offered shall decline to accept that assignment, he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

H. Vacations - Whenever more than one (1) employee within the job classification requests vacation at a job location at any particular time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first.

I. When the Township decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first.

J. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of two (2) years or more shall not be entitled to recall.

K. This article does not apply to promotional positions of a supervisory, confidential or managerial executive nature.

#### ARTICLE XVI

#### SAFETY REPORT

Whenever an employee is assigned to drive Township equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify his immediate supervisor of his defective or hazardous equipment. The supervisor thereupon shall ask the employee to fill out the Safety Report form as agreed upon by the parties to this agreement.

ARTICLE XVII  
BULLETIN BOARDS

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Commissioner in charge of the Road Department.

ARTICLE XVIII  
LONGEVITY

Longevity pay will be set forth below for all classified permanent Blue Collar unit employees and shall be paid in addition to and together with his annual base salary, based upon the date of appointment:

| <u>YEARS SERVICE</u>       | <u>PAYMENT OF ANNUAL BASE SALARY</u> |
|----------------------------|--------------------------------------|
| Upon completion of 3 years | 2%                                   |
| Each year thereafter       | 1/2%                                 |
| Maximum                    | 8%                                   |

ARTICLE XIX  
RETIRED EMPLOYEES

The Township will continue to provide Health Benefits coverage for qualified retired employees as regulated by the State Health Benefits Commission.

ARTICLE XX  
HOSPITALIZATION

The Township will continue to provide Health Benefits coverage as is provided under the Township Plan.

The parties agree that a Fifty Dollar (\$50.00) per year payment per family will be made on the basis of properly submitted bills and vouchers for any dental services performed on the employee or a member of the employee's immediate family.

ARTICLE XXI  
FULLY BARGAINED CLAUSE

This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part, until the expiration of said Agreement or the activation of reopener clauses within this Agreement.

ARTICLE XXII  
PAST PRACTICE CLAUSE

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this Agreement.

ARTICLE XXIII  
SEVERABILITY CLAUSE

If any part, clause, portion or Article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXIV  
MANAGEMENT RIGHTS

A. It is recognized that the Employer has and will continue to retain all rights and responsibilities to direct the forces of the Township in all aspects. Included, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Township has not expressly modified or restricted by a specific provision of this agreement;

2. The right to establish and administer policies and procedures related to personnel matters, Township controlled activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Township;

3. To reprimand, suspend, discharge or otherwise discipline employees for cause;

4. To hire, promote, transfer, assign, reassign, lay-off and recall employees to work in accordance with Civil Service Rules and seniority;

5. To determine the number of employees and the duties to be performed;

6. To maintain the efficiency of employees, to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service, in accordance with Civil Service Rules;

7. To determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Township;

8. To make or change Township rules, regulations, policies, and practices consistent with the specific terms and provisions of this agreement and consistent with Civil Service Rules and Regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township shall only be limited by the language of this clause.

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

D. It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.



ARTICLE XXV  
WORK CONTINUITY

During the period of time of this agreement, the Union and its members shall not have the right to engage in any slow-down, work stoppage, strike or related activity.

The sole method for resolving any disagreement concerning this agreement shall be covered by the procedures contained in this agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. An employee who engages in any of the prohibited activities shall be subject to disciplinary action.

ARTICLE XXVI  
PRODUCTIVITY

The Union agrees that it will cooperate with the Township in any productivity program adopted by the Township covering employees of this bargaining unit.

ARTICLE XXVII  
PERFORMANCE EVALUATION

The parties agree that the Township has the right to conduct individual performance evaluations of all personnel.

ARTICLE XXVIII  
WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisor. This shall include but not be limited to the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is recognized and agreed that employees in this bargaining unit recognize the authority of the Township to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Township.

ARTICLE XXIX

AGENCY SHOP

The parties agree that for the term of this agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this agreement who is not a member of the C.W.A. shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all action it takes under this article. This provision shall be effective retroactive to July 1, 1980.

ARTICLE XXX

SALARY

A. The parties agree that the following promotional, equity adjustments and across the board raises will be applicable to these personnel covered by this bargaining unit:

|          | <u>1981</u> | <u>1982</u> |
|----------|-------------|-------------|
| Cortiaus | \$ 8,150    | \$ 9,000    |
| Egbert   | 10,125      | 11,150      |
| Norris   | 9,875       | 10,875      |
| Ruiz     | 8,150       | 9,000       |
| Snihur   | 10,125      | 11,150      |
| Toth     | 8,150       | 9,000       |
| Dunlop   | 8,150       | 9,000       |

B. The minimum hiring rate for the title of Laborer shall be \$7,400 and the minimum hiring rate for the title of Equipment Operator shall be \$9,000.

ARTICLE XXXI

DURATION

This Agreement shall be effective retroactive to January 1, 1981 and shall continue in full force and effect until December 31, 1982, except that the parties will enter into negotiations for a succeeding contract in September of 1982.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

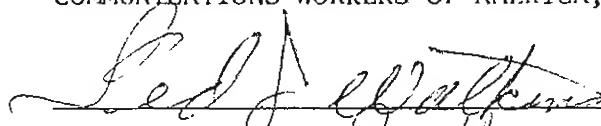
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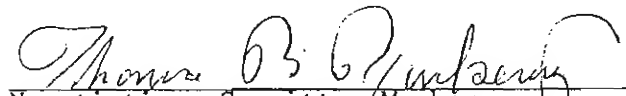
  
HAROLD V. GALE, MUNICIPAL CLERK


TOWNSHIP OF LONG BEACH:

  
WILLIAM J. MCGINNIS, JR., COMMISSIONER  
OF PUBLIC PROPERTY AND PUBLIC WORKS

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:

  
Anthony H. Soth  
Negotiations Committee Member

  
Negotiations Committee Member

  
Negotiations Committee Member